

Terms & Conditions

These Terms and Conditions are the standard terms that apply to the purchase of all Courses from VSL Learning Ltd, company number 12640195 whose registered office address is at 71-75 Shelton Street, London, Greater London, United Kingdom, WC2H 9JQ hereinafter known as "the Company".

These Terms and Conditions are not intended for the sale of Goods or Services to Consumers, as defined in the Consumer Rights Act 2015.

1. Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Account" means the personal information and credentials used by you to create an account on our portal to enable access to the Course;

"Contract" means the contract formed as detailed in clause 2, which shall incorporate, and be subject to, these Terms and Conditions;

"Courses" means the online e-learning training courses to be provided by us;

"Customer" means the sole trader, firm or corporate body ordering the Goods. Where the person ordering the Goods is an individual doing so on behalf of a business, that person confirms they have the authority to contractually bind and enter into the Contract on behalf of that business and the business shall be the Customer in the context of this Contract;

"Delivery Date" means the estimated date on which the Courses are to be completed;

"Specification" means any descriptions of the Courses, including any descriptions of content, that is agreed between the Parties.

"Price" means the total price payable for the Courses; and

"Quotation" means the written quotation we will supply setting out the Courses we will provide and our fees, . our Quotation will remain open for acceptance for a period of 7 days, unless otherwise specified;

1.1 Each reference in these Terms and Conditions to:

1.1.1 "we", "us" and "our" is a reference to the Company and includes our employees and agents;

1.1.2 "you" and "your" is a reference to the Customer and includes your employees and agents;

1.1.3 "writing" and "written" includes letters, emails and faxes;

1.1.4 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.1.5 "these Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at the relevant time;

1.1.6 a clause is a reference to a clause of these Terms and Conditions; and

1.1.7 a "Party" or the "Parties" refer to the parties to these Terms & Conditions.

1.2 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation.

1.3 Words imparting the singular number shall include the plural and vice versa.

2. The contract

2.1 If you wish to place an order with us, our webpage will guide you through the process to enquire about the Courses available and give us details in order for us to provide a Quotation.

2.2 The acceptance of our Proposal electronically or otherwise, or the placement of an order, creates a legally binding Contract between you and us and includes the acceptance of these Terms and Conditions, which will apply between us.

2.3 No terms or conditions stipulated or referred to by you in any form whatsoever will in any respect vary or add to these Terms and Conditions unless otherwise agreed by us in writing.

2.4 You are responsible for the accuracy of any information you submit to us and for ensuring that the Contract reflects your requirements. Our Proposal is based on the information provided to us at the time we prepare it. If any errors or discrepancies become evident, we reserve the right to make adjustments to it.

2.5 Our Proposal will set out the number of Courses you require and the quantity.

3. The Courses

3.1 The Courses are as described in the Specification.

3.2 We reserve the right to make any changes to the Specification that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.

3.3 We make no warranty that any Courses provided will be uninterrupted or error-free and we also can't guarantee that they will meet your requirements; however, our aim is to always offer you the very best service possible.

3.4 The Courses are not guaranteed to produce the same results as others completing them, we cannot be held responsible for the quality and/or outcomes of the Courses we have provided for different industries or businesses or other individuals.

3.5 Sharing of Accounts is not permitted unless we expressly authorise this in writing. You are required to keep your Account details confidential and must not reveal your username and password to anyone. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser. We also recommend the password you choose is strong and secure, containing a combination of letters, numbers and symbols, and is changed regularly.

3.6 When creating an Account or publishing information, you must not submit content that is unlawful or otherwise objectionable. This includes, but is not limited to, content that is abusive, vulgar, obscene, threatening, harassing, defamatory or discriminatory. Any failure to comply with this clause could result in the suspension and/or deletion of your Account. Further information and restrictions on the use of our portal is detailed on the Website.

3.7 The Course is designed to be made available to you for 12 months before access may be restricted.

4. Price & Payment

4.1 You agree to pay the fees upfront and in full as stipulated in the Quotation and in accordance with these terms of payment. All prices specified are exclusive of VAT where applicable.

4.2 All payments are to be made in pounds sterling, without set-off, withholding or deduction.

4.3 If you do not make payment to us by the due date, we reserve the right to charge you interest on the overdue sum at the rate of 8% per annum above the Bank of England base lending rate from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum and you agree to indemnify us for all costs and expenses which may incur (including legal, storage and insurance costs). We will not charge interest if you have promptly contacted us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

5. Cancellation and Termination

5.1 Contracts may not be cancelled except with our agreement in writing on the terms that the Customer shall indemnify us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, restocking, charges and expenses incurred by us as a result of such cancellation.

5.2 We may cancel the Contract and/or suspend or terminate your Account if:

5.2.1 you fail to perform or observe any of your obligations under the Contract or if you are otherwise in breach of the Contract;

5.2.2 you become subject to an administration order or enter into a voluntary arrangement or (being an individual or firm) become bankrupt or (being a company) go into liquidation;

5.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of your property or assets;

5.2.4 you cease, or threaten to cease, to carry on business; or

5.2.5 we reasonably apprehend that any of the events mentioned above is about to occur in relation to you and we notify you accordingly.

5.3 If sub-clause 5.1 applies then, without prejudice to any other right or remedy available to us, payment for any Courses that have been delivered but not paid for shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

6. Liability and Indemnity

6.1 Nothing in the Contract or these Terms and Conditions seeks to limit or exclude our liability in respect of death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; or any other liability which cannot lawfully be excluded or limited.

6.2 We accept no liability for any of the following:

6.2.1 Any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, and goodwill or commercial opportunities.

6.2.2 Loss or corruption of any data, database or software;

6.2.3 Any special, indirect or consequential loss or damage.

6.3 All warranties or conditions whether express or implied by law are expressly excluded to the fullest extent permitted by law.

6.4 In the event of a breach by us of our express obligations under the Contract, your remedies will be limited to damages, which in any event, shall not exceed the total fees paid by you under the Contract.

6.5 You will indemnify and hold us harmless from and against any and all claims, costs and liabilities howsoever arising and of whatsoever nature (including any consequential or indirect costs or losses) and

whether in contract or in tort, including injury to or death of any person or persons or loss of or damage to any property arising out of or in respect of the performance by you of your obligations under the Contract if and to the extent that such losses, costs, damages and expenses are caused or are contributed to by your negligent acts or omissions or those of any persons for which you are otherwise liable.

7. Intellectual Property

- 7.1 Subject to a written agreement to the contrary, we reserve all intellectual property rights which may subsist in the Courses. The Courses will remain the property of VSL Consulting Ltd, our affiliates and other relevant third parties. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such intellectual property rights. By continuing to use the Course you acknowledge that such Course is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on the Course shall be construed as granting, by implication, or otherwise, any license or right to use any trademark, or logo displayed on the site without our prior permission.
- 7.2 You may, for your own personal, non-commercial use only, do the following:
- 7.2.1 Retrieve, display and view the Content on a computer screen, or other devices such as a tablet;
- 7.2.2 Print the Content for your own personal use.
- 7.3 You must not otherwise reproduce, modify, copy, distribute or use for any commercial purposes any Content without the written permission of us.
- 7.4 You must immediately bring to our attention any infringement or suspected infringement of any of the intellectual property rights licensed to you of which you are aware and at our request, you will take such action or assist us in taking such action as we may deem appropriate to protect the intellectual property rights.

8. **Force Majeure:** Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 6 months, the party not affected may terminate the Contract by giving 30 days written notice to the affected party.

9. **Communications:** All notices under these Terms and Conditions shall be addressed to the most recent address or email address notified to the other party, in writing and signed by, or on behalf of, the party giving notice. Notices shall be deemed to have been duly given: when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; when sent, if transmitted by email and a successful return receipt is generated; on the fifth day following mailing, if mailed by national ordinary mail; or on the tenth day following mailing, if mailed by airmail.

10. Assignment and other dealings.

- 10.1 We may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 10.2 You may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without our prior written consent.

11. Entire agreement

- 11.1 The Contract constitutes the entire agreement between the parties.
- 11.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

12. Data Protection

- 12.1 Both parties agree to comply with all applicable data protection legislation including, but not limited to, the Data Protection Act 2018 and any subsequent amendments to it.
- 12.2 All data is stored securely in accordance with the UK GDPR and the Data Protection Act 2018. All such data stored electronically is password protected and encrypted where highly sensitive.
- 12.3 If you provide us with the personal data of any other person such as your employees, you warrant that you have obtained the permission of that other person to pass their data to us. We will only collect, store and process it in order to provide the Courses under the Contract and will not use it in any other manner without consent.
- 12.4 Please refer to our full privacy policy on our website for more information.

13. **Third Party Rights:** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

14. Notices

- 14.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- 14.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or
- 14.1.2 sent by email to the specified email address of the addressee:
- 14.2 Any notice shall be deemed to have been received:
- 14.2.1 if delivered by hand, at the time the notice is left at the proper address;
- 14.2.2 if sent by post 3 Business Days;
- 14.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- 14.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15. **Severance:** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this Clause 16 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

16. **Waiver:** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

17. Governing Law and Jurisdiction

- 17.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 17.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.